

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK  
WHITE PLAINS DIVISION

SCREWS & MORE, LLC,  
Plaintiffs

V.

PECORA CORP., KENSEAL CONSTRUCTION  
PRODUCTS CORP., & GARVIN BROWN  
CONSTRUCTION PRODUCTS, LLC,  
Defendants.

CIVIL ACTION NO.  
WP407 Civ. 3637

**GARVIN BROWN CONSTRUCTION PRODUCTS, LLC'S  
ANSWER TO COMPLAINT**

## The Parties

1. Neither admitted nor denied.
2. Neither admitted nor denied.
3. Neither admitted nor denied.
4. Admitted Defendant GARVIN BROWN CONSTRUCTION PRODUCTS LLC (hereinafter “GARVIN BROWN”), is a domestic limited liability corporation with a principal place of business located at 30-02 48<sup>th</sup> Avenue, Long Island City, NY 11101.

## Background

5. Neither admitted nor denied.
6. Neither admitted nor denied.
7. Neither admitted nor denied.
8. Neither admitted nor denied.
9. Neither admitted nor denied.
10. Denied.

11. Denied.
12. Denied as to allegations, if any, concerning Garvin Brown – otherwise, neither admitted nor denied.
13. Denied.
14. Denied.
15. Denied.

**Jurisdiction and Venue**

16. Neither admitted nor denied.
17. Neither admitted nor denied.

**General Allegations**

18. Neither admitted nor denied.
19. Neither admitted nor denied.
20. Admitted Garvin Brown distributes silicone products. Otherwise, neither admitted nor denied.
21. Neither admitted nor denied.
22. Neither admitted nor denied.
23. Neither admitted nor denied.
24. Neither admitted nor denied.
25. Denied Garvin Brown approached a representative of Pecora regarding Screws & More. Otherwise neither admitted nor denied.
26. Denied.
27. Denied as to all allegations, if any, concerning Garvin Brown. Otherwise, neither admitted nor denied.
28. Denied.
29. Denied.

30. Denied.

31. Denied.

32. Denied.

**AS FOR PLAINTIFF'S FIRST CAUSE OF ACTION  
(Vertical Price Fixing in Restraint of Trade)**

33. The Defendant Garvin Brown repeats and reaffirms the responses made to the allegations contained in Paragraphs 1-32.

34. Denied.

35. Denied as to Garvin Brown.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

**AS FOR PLAINTIFF'S SECOND CAUSE OF ACTION  
(Intentional Interference with Contractual Relations)**

41. The Defendant Garvin Brown repeats and reaffirms the responses made to the allegations contained in Paragraphs 1-40.

42. Denied as to Garvin Brown. Otherwise, neither admitted nor denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

**FIRST DEFENSE**

Plaintiff has failed to state a claim upon which relief may be granted.

**SECOND DEFENSE**

The plaintiff has failed to identify a well-defined market that is allegedly being monopolized, and its Complaint should be dismissed.

**THIRD DEFENSE**

Defendant Garvin Brown has at all times acted in good faith regarding sales of its products and in relationships with those selling similar products, and the action should be dismissed.

**FOURTH DEFENSE**

A vertical price requirement by a manufacturer establishing a minimum resale price does not violate any antitrust law.

**FIFTH DEFENSE**

Defendant Garvin Brown lacks sufficient market power to influence the asserted market.

**SIXTH DEFENSE**

Defendant Garvin Brown did not participate in any conspiracy or engage in any unlawful activity in an attempt to eliminate competition as alleged.

**SEVENTH DEFENSE**

Defendant Garvin Brown does not sell significant amounts of product in the greater New York area and is not a competitor of Screws & More as alleged.

**EIGHTH DEFENSE**

Plaintiff cannot maintain a claim against Defendant Garvin Brown based on the Statute of Frauds.

**NINTH DEFENSE**

Plaintiff has failed to bring this claim within the time required by the applicable Statutes of Limitations.

**WHEREFORE**, defendant demands judgment dismissing the Complaint and awarding defendant attorney fees, costs of suit and such other relief as the Court deems just under the circumstances.

**JURY DEMAND**

The Defendant, Garvin Brown Construction Products, LLC, hereby demands a trial by jury as to all issues so triable.

Defendant,  
GARVIN BROWN CONSTRUCTION  
PRODUCTS, LLC.  
By its attorney,

A handwritten signature in black ink, appearing to read "Michael Weinberg", is written over a horizontal line.

Michael B. Weinberg  
DONOVAN HATEM LLP  
One Penn Plaza, Suite 3324  
New York, NY 10119  
(212) 244-3333  
mweinberg@donovanhatem.com

Dated: July 3, 2007

**CERTIFICATE OF SERVICE**

I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be sent to those indicated as non-registered participants on July 3, 2007.

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